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CENTRAL LAND CO. OF BUCHANAN V. JOHNSTON.—Decided at Staunton, September 27, 1897.—*Harrison, J.*:

1. STATUTE OF FRAUDS—*Memorandum—Resolution of directors of a corporation duly signed.* A resolution of a board of directors of a corporation duly signed by its president and secretary, which sufficiently sets forth the terms of the contract, is a compliance with the statute of frauds as to contracts for the sale of real estate.

2. SPECIFIC PERFORMANCE—*Sale of real estate—Contract signed only by party to be charged.* Specific performance of a contract for the sale of real estate will be decreed against the party who signed the contract, although the other party did not sign and there was no mutuality of remedies between the parties at the time the contract was made. The filing of the bill by the other party for specific performance makes the remedy and the obligation of the contract mutual.

3. SPECIFIC PERFORMANCE—*Contract for sale of real estate—Case in judgment.* Under the terms of the contract in suit appellant contracted to purchase the land in controversy of the appellee at the price of \$2,500, if a suit mentioned in the contract "goes in his favor." The suit was decided against him in the Circuit Court, but that decree, on appeal, was reversed by this court.

*Held*: The appellant must take the land and pay the price agreed, with interest from the date of the decree of reversal. This right of the appellee could not be taken away nor abridged by the notice from the appellant that it would not be responsible for costs, which it had contracted to pay, after the decree in the Circuit Court. Nor can the rights of appellee be affected by the depreciation in value of the land before the final termination of said suit.

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CRAIG & BUMGARDNER, TRUSTEES, V. HOGE & HUTCHINSON.—Decided at Richmond, November 18, 1897.—*Riely, J.*:

1. CONFLICT OF JURISDICTION—*How determined.* In case of conflict of jurisdiction between two courts having concurrent jurisdiction, the general rule is that the court which first acquires cognizance of the controversy, or obtains possession of the property in dispute, is entitled to retain it until the end of the litigation, and should decide all questions which legitimately flow out of the controversy. Until then all proceedings in the second suit should be stayed.

2. JURISDICTION—*How acquired—Conflict of jurisdiction.* Jurisdiction of a court is acquired by the issue and service of process, and, in case of conflict between courts of concurrent jurisdiction, the date of service of the process determines the priority of the jurisdiction.

3. CONFLICT OF JURISDICTION—*Creditor's bill—Case at bar.* Technical creditors' bills are exceptions to the general rule which pertains to a conflict of jurisdiction between courts of concurrent jurisdiction, but a bill which assails one of several debts secured in a deed of trust and seeks to obtain its place in the distribution of the trust fund, is not such a bill as excepts it from the general rule, and must await the termination of a prior suit brought by the trustee for the purpose of administering the trust fund.

4. TRUSTEES—*Suit to administer trusts—Fraudulent debts—Rights of unsecured creditor.* In a suit by trustees, to administer, under the orders of the court, a trust